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8 **UNITED STATES DISTRICT COURT**
9 **WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

10 NORTHWEST LABORERS-EMPLOYERS
11 HEALTH & SECURITY TRUST, WESTERN
12 WASHINGTON LABORERS-EMPLOYERS
13 PENSION TRUST, NORTHWEST
14 LABORERS-EMPLOYERS TRAINING
15 TRUST, and WASHINGTON AND
16 NORTHERN IDAHO DISTRICT COUNCIL
17 OF LABORERS and its Affiliated Local Unions

18 Plaintiffs

19 v.

20 STAFFORD EXCAVATING, LLC,

21 Defendants

22 NO.

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING
AGREEMENT

COME NOW PLAINTIFFS, and for their cause of action, allege as follows:

1. Plaintiffs Northwest Laborers-Employers Health & Security Trust, Western Washington Laborers-Employers Pension Trust, and Northwest Laborers-Employers Training Trust (Trust Funds) are joint labor-management employee benefit trust funds created pursuant to § 302(c)(5) of the Labor-Management Relations Act (the Act), 29 U.S.C. § 186(c)(5) and bring

1 this action in accordance with §§ 502(d)(1), 502(a)(3) and 515 of the Employee Retirement
2 Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq.

3 2. Plaintiff Washington and Northern Idaho District Council of Laborers and its affiliated
4 Union locals (Union) is a labor organization that has its principal office located at 3909 164th
5 Street SW, Lynnwood, Washington.

6 3. Defendant Stafford Excavating, LLC (Employer) is engaged in business within the
7 jurisdiction of this Court, and such business affects commerce within the meaning of § 301(a) of
8 the Act, 29 U.S.C. § 185(a).

9 4. Jurisdiction is conferred on this Court by § 301(a) of the Act, 29 U.S.C. § 185(a) and
10 §§ 502(a)(3) and 502(e)(2) of ERISA, 29 U.S.C. § 1132(a)(3) and § 1132(e)(2).

11 5. At all times material the Employer and the Union and its affiliated Local No. 242 were
12 parties to a collective bargaining agreement (Labor Agreement) and Trust agreements, material
13 parts of which are attached to this Complaint as Exhibits A and B, respectively. Plaintiff Trust
14 Funds are third-party beneficiaries to the Labor Agreement.

15 6. The Employer has failed to abide by the terms and conditions set forth in the Labor
16 Agreement and Trust Agreements and is and continues to be delinquent in the payment of fringe
17 benefit contributions, dues, and other wage deductions in an unknown amount for February,
18 March, and May 2015, and July 2015 through the current date.

19 7. In addition, the Employer is and continues to be delinquent in the payment of fringe
20 benefit contributions, dues, and other wage deductions for April 2014 through January, 2015,
21 April 2015, and June 2015 in the known amount of \$10,531.24. As a result of this delinquency,
22 the Employer also owes liquidated damages in the known amount of \$1,301.33 and interest in
the known amount of \$1,364.47. The total known amount owing as of the filing of this

1 Complaint is \$13,447.04, all of which is due and payable under the terms of the Labor
2 Agreement and Trust Agreements. The Employer's failure to pay is also a violation of § 515 of
3 ERISA, 29 U.S.C. § 1145.

4 8. The Employer's failure to pay fringe benefit contributions, dues and other wage
5 deductions which continue after the filing of this Complaint violates the Labor Agreement and
6 the Trust Agreements. The Employer's failure to pay is also a violation of § 515 of ERISA, 29
7 U.S.C. § 1145.

8 9. The full extent of the Employer's delinquency to the date of this Complaint is unknown
9 at this time and will be determined by an examination of the Employer's payroll records, which
10 examination is authorized by the Trust Agreements, ERISA, 29 U.S.C. §§ 1027 and 1059, and
11 controlling Federal court decisions.

12 10. The continuing failure of the Employer to pay contributions, dues, and other wage
13 deductions and to file monthly contribution report forms makes the full extent of the Employer's
14 delinquency uncertain and it will be determined at the time of trial.

15 11. The Employer has failed to abide by the terms and conditions set forth in the Labor
16 Agreement and the Trust Agreements and is delinquent in the payment of dues and other wage
17 deductions owing to the Union.

18 12. Under the terms of the Labor Agreement and Trust Agreements to which the Employer
19 is bound, the Employer is also obligated to pay all liquidated damages in the amount of 15
20 percent (15%) of the delinquent contributions owing, interest computed at the rate of 15 percent
21 (15%) per annum, and costs and expenses incurred, including reasonable attorney's fees.

22 13. If judgment is entered by default, a reasonable attorney's fee as of the date of this
Complaint is \$2,000.00.

1 WHEREFORE, Plaintiffs pray for the following relief:

- 2 (a) Judgment against Stafford Excavating, LLC for April 2014 through January,
3 2015, April 2015, and June 2015 in the known amount of \$10,531.24 in the
4 amount of \$10,531.24 representing fringe benefit contributions, dues, and other
5 wage deductions, \$1,301.33 representing liquidated damages, and \$1,364.47
6 representing interest;
- 7 (b) Judgment against Stafford Excavating, LLC, representing contributions, dues, and
8 other wage deductions, liquidated damages, and interest in an amount to be
9 determined at the time of trial;
- 10 (c) All costs and attorney fees incurred; and
- 11 (d) Such other relief as the Court deems just and equitable.

12 DATED October 30, 2015.

13 s/ David L. Tuttle

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